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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
COLORADO'S TIMBER RIDGE
SUBDIVISION**

THIS DECLARATION is executed this 29th day of JULY, 1999 by Colorado Timber Ridge Ranch, a California Limited Partnership licensed to transact business in the State of Colorado, hereafter termed the "Declarant".

I. RECITALS

- A. THE DECLARANT is the owner of record of certain real property located in Archuleta County, Colorado (the "Property") described more particularly on the attached Exhibit "A", and intends to create a single family residential community with open space (Common Properties), for the benefit of said community through ongoing rights, privileges and easements that may be shared and enjoyed by all residents thereof. Said property has been subdivided into numbered parcels identified as Lots and Common Areas. Plat recorded under Reception No. 99008647 on this date August 24, 1999
- B. DECLARATION OF COVENANTS. The Declarant hereby makes, declares and establishes the following covenants, conditions and restrictions ("Declaration") which shall affect the Property. This Declaration shall run with the Property and shall be binding upon all persons and entities having any right, title or interest in and to the Property or any Lots, tracts, or parts thereof, their heirs, successors and assigns and their tenants, employees, guests and invitees and shall inure to and be for the benefit of each owner of a Lot within the Property. Additionally, Declarant hereby submits the property to the provision of the Colorado Common Interest Ownership Act, Sections 38-33.3-101, et seq., Colorado Revised Statutes, as it may be amended from time to time ("the Act"). In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable.
- C. STATEMENT OF PURPOSE. To insure the attractiveness of individual property and the community facilities within the Property, to prevent their future impairment, to prevent nuisances, to preserve, protect and enhance the value and amenities of the Property, the Declarant has created these covenants, conditions, restrictions, easements, charges, rights and liens set forth herein this Declaration.
- D. HOMEOWNERS ASSOCIATION. To administer said Declaration, the Declarant has caused to be incorporated under the laws of the State of Colorado a non-profit corporation charged with the duties and obligations set forth herein.

II. DEFINITIONS

- A. **DEFINED TERMS:** The following terms and words shall have the following definitions. Each term not otherwise defined in this Declaration, on the plat map, or the Bylaws shall have the meanings specified or used in the Act.
1. "Act" shall mean the Colorado Common Interest Ownership Act as set forth at Colorado Revised Statutes Section 38-33.3-01 et seq. As subsequently modified or amended.
 2. "Articles" shall mean the Articles of Incorporation for Colorado's Timber Ridge Homeowners Association.
 3. "Assessments" shall mean regular or annual, special or default assessments levied pursuant to this Declaration to provide funds required to meet the obligations of the Association.
 4. "Association" shall mean the Colorado's Timber Ridge Homeowners Association, a Colorado non-profit corporation, or any successor thereof, charged with the duties and obligations set forth herein.
 5. "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary or holder, which mortgage or deed of trust encumbers lots of real property on the Property.
 6. "Board" shall mean the Board of Directors of the Colorado's Timber Ridge Homeowners Association.
 7. "Bylaws" shall mean the Bylaws of the Association which have been or shall be adopted by the Board, as such Bylaws may be amended from time to time.
 8. "Common Properties" shall mean all real property in which the Association owns any interest for the common use and enjoyment of its members, as designated on the recorded plat. Such interest may include, without limitation, estates in fee, estates for a term of years, leasehold estates, parks or easements. Each and every Common Property may have a restricted use or enjoyment and may be designated for a specific use for such Common Properties.
 9. "Declarant" shall mean Colorado Timber Ridge Ranch, or any person, persons, entity or entities to whom the rights of the Declarant under this Declaration are specifically transferred by the Declarant.
 10. "Declaration" shall mean this instrument as it may be amended and supplemented from time to time.
 11. "Environmental Control Committee" shall mean the standing committee of the Colorado's Timber Ridge Homeowners Association charged with the enforcement of all building, land use, and related covenants within Colorado's Timber Ridge subdivision.
 12. "Equestrian Center" shall refer to the recreational amenity to support horsemanship and other horse related events, as well as, shelter and arena facilities.



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13. "Improvement" shall mean all buildings, structures, parking areas, loading areas, fences, walls, hedges, plantings, poles, driveways, walkways, recreational facilities, signs, decks, enclosures, change in exterior color or shape, excavation, and all other site work including without limitation grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement constructed or completed on the Property.
14. "Lot" shall mean a platted lot as shown on the Plat for Colorado's Timber Ridge and any amended or subsequent plats, but shall not include Common Properties.
15. "Maintenance Fund" shall mean the fund created by assessments and fees levied pursuant to this Declaration to provide the Association with funds it requires to carry out its duties hereunder.
16. "Member" shall mean any person holding membership in the Colorado's Timber Ridge Homeowners Association by virtue of their ownership of a lot.
17. "Open Space" shall mean all of the lot except for any building or structure located thereon and shall include, but not limited to, lawns, garden, walkways, sidewalks, parking areas, and outdoor living or recreational spaces.
18. "Owners" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.
19. "Plat" shall mean any plat of Colorado's Timber Ridge and all subsequent plats as filed in the records of Archuleta County, Colorado, which are subject to these Protective Covenants, Conditions and Restrictions, and as the same may be amended, or enlarged from time to time.
20. "Property" shall mean and refer to the land known as "Colorado's Timber Ridge" as described on the final plat of that name recorded in Archuleta County, Colorado.
21. "Restrictions" shall mean this Declaration, as said Declaration may be amended from time to time.
22. "Site Plan" shall mean a plan showing improvements on a lot. The plan shall include, but not be limited to, lot lines and numbers, setbacks, utilities, structures and other improvements with a North arrow and scale.
23. "Supplemental Declaration" shall mean a supplemental declaration of covenants, conditions, and restrictions which shall be recorded for the purposes of setting forth additional covenants, conditions and restrictions.



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III. MEMBERSHIP AND VOTING RIGHTS

A. **MEMBERSHIP.** Every person or entity, who is a record owner of any lot within the property shall automatically be a member of the Association and accept the Association By-laws and this Declaration of Protective Covenants, Conditions and Restrictions. No owner, whether one or more persons or entities, shall have more than one membership per Lot owned by such owner, but all persons owning each Lot shall be entitled to the rights of membership and enjoyment appurtenant to the ownership of each Lot. The right of membership in the Association and the status as a member shall terminate upon termination of status as an owner of a Lot. Upon conveyance, sale or assignment of the owner's interest, the selling owner shall be relieved of liability for assessments levied from and after the date of such sale or conveyance; provided, however, that no such sale or conveyance of any ownership shall relieve an owner of liability arising prior to the date of such sale or conveyance.

B. **VOTING RIGHTS.** The Association shall have two classes of voting membership.

1. Class A members shall be all the owners as defined in Section A of this paragraph, with the exception of the Declarant. The Declarant may, however, become a Class A member upon termination of his Class B membership. Class A members shall be entitled to one (1) vote for each lot owned. The one (1) vote for each Lot shall be exercised by the owner and when more than one person or entity holds an interest in a Lot, the vote for the Lot shall be exercised as the Owners may determine among themselves, but a vote for the Lot shall be cast by only one person.
2. The Declarant shall be the sole Class B member and shall be entitled to three (3) votes for each lot owned.
3. The Declarant shall have all the powers reserved in Section 38-33.3-303(5) of the Act to appoint and remove officers and members of the Executive Board.
4. The period of Declarant control shall be terminated when: (1) 50 lots have sold in the Colorado's Timber Ridge Phase I, all improvements have been completed and there will not be further development of additional phases to the subdivision or (2) after 70 lots have been sold and improvements have been completed for all proposed phases of the subdivision.

C. **GOVERNMENT OF THE ASSOCIATION.** Colorado's Timber Ridge Homeowners Association, a Colorado non-profit corporation, shall be governed by and shall exercise all the duties, privileges and obligations set forth in the Declaration, the Articles of Incorporation, and the Bylaws of the Association. The Association shall have all the powers, authority and duties permitted pursuant to the Colorado Common Interest Ownership Act necessary and proper to manage the business and affairs of the Association.

IV. PROPERTY RIGHTS IN THE GENERAL COMMON PROPERTIES

- A. **TITLE.** Title shall be held in perpetuity by the Association.
- B. **MEMBER'S EASEMENTS AND RIGHTS OF ENJOYMENT.** Along with reception of title to the Common Properties by the Association and subject to the provisions set forth in this Declaration of Protective Covenants, Conditions and Restrictions, every member of the Association shall have the right of enjoyment in and to the Common Properties and such right shall be appurtenant to and shall pass with the title to every lot in the Property. The member's rights of enjoyment to the Common Properties shall also be subject to the following:
 - 1. The right of the Association to grant easements and rights-of-way to such utility companies or public or private agencies or authorities as it shall deem necessary for emergencies and the proper service and maintenance of the property.
 - 2. The right of the Association to grant temporary easements for storage of construction materials, dirt, etc. to members, to the Declarant or to the Association during construction of improvements upon any common areas within the property. Provided that following the completion of such construction, the Common Properties shall be substantially restored to the condition existing before the use thereof, or to a condition acceptable to the Environmental Control Committee and the Association, all at the sole cost and expense of said voting member or Association as the case may be.
 - 3. The right of the Association to enter into contractual management agreements to provide services or to maintain the Common Properties.
- C. **EXTENSION OF RIGHTS AND BENEFITS.** Every member of the Association shall have the right, subject to rules of the Association to extend the rights and easements of enjoyment vested to him to his tenants, family members and guests.

V. COVENANTS FOR ASSESSMENT AND MAINTENANCE

- A. **CREATION OF THE LIEN AND PERSONAL OBLIGATION ASSESSMENTS.** Each owner of any lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any deed, is deemed to covenant and agree to pay to the Association: (1) All regular (Annual) assessments or charges; (2) any special assessments or charges; and (3) any default assessments or charges all of which shall fixed, established and collected as determined by the Association, provided however that no such charges shall ever be made against, or be payable by the Declarant. The annual, special and default assessments, together with interest, costs and reasonable attorney fees,

shall be a charge and continuing lien upon the Lot against which each such assessment is made until paid. Each such assessment, together with interest, costs and reasonable attorney fees, shall be the personal obligation of the owner of such Lot at the time when the assessment became due.

1. Regular or Annual assessments or charges. These annual assessments shall be used for maintenance of the Common Properties, services and facilities, payment of taxes and appropriate liability and hazard insurance thereon, for the maintenance of recreational facilities located on the Common Properties, for the provision of services to the owners of lots including, but not limited to subdivision perimeter fence maintenance, road maintenance(See V.B.) and other such needs of the Association and lot owners as may arise. The Board of Directors shall prepare a budget prior to the beginning of each fiscal year of the Association and not less than thirty (30) days prior to the commencement of each fiscal year, the Board shall adopt a final budget and shall determine, levy and assess the Association's regular or annual assessments for the following year. All regular assessments shall be apportioned and allocated equally among all Lots.
2. Special assessments for improvements, repairs or replacements. In addition to the annual assessments the Association may levy in any assessment year, either as part of the annual assessment or as a separate assessment, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements on the Property, or to make up any shortfall in the current year's budget. Notice of the amount and due dates for such special assessments shall be sent to each Owners at least thirty (30) days prior to the due date. Such special assessment shall be for the use and benefit of all Lots. Special assessments shall be apportioned and allocated equally among all Lots.
3. Limitation. Prior to the Board of Directors levying a special assessment that exceeds \$250.00 in an aggregate amount, the special assessment shall be submitted to and approved by an affirmative vote of the members at either a regular meeting of the members, by mail-in vote, or a special meeting of the members called for such purpose.
4. Default Assessments. Any expense of the Association which is the obligation of an owner or which is incurred by the Association on behalf of the owner, shall be a default assessment and shall become a lien against such owner's Lot and may thereafter be foreclosed or otherwise collected as provided herein. Notice of the amount and due date if such default assessment shall be sent to the owner subject such assessment at least thirty (30) days prior to the due date.
5. Nonpayment of Assessments. Any assessment, whether regular, special or default assessment, which is not paid within thirty (30) days of its due date shall be deemed delinquent. In the event that any assessment

becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- 5.1 Assess a late charge of at least 10% of the amount due and owing per delinquency. The percentage late charge may be amended by the Board of Directors. Or assess an interest rate charge from the date of delinquency at 18% per year, or such rate as shall be established by the Board.
- 5.2 Suspend the voting rights of the owner during any period of delinquency.
- 5.3 Bring an action against any owner personally obligated to pay the delinquent assessment.
- 5.4 File a Statement of Lien with respect to the Lot and foreclose such lien in the manner hereafter set forth. The Association may file a Statement of Lien by recording with the Clerk and Recorder of Archuleta County, Colorado, a written statement with respect to the Lot, setting forth the name of the owner, the legal description of the Lot, the name of the Association and the amount of the delinquent assessments then owing, which Statement shall be signed and acknowledged by the President, Vice President, or Secretary of the Association and which shall be sent by certified mail, postage prepaid, to the owner of the Lot at such address as the Association may have in its records as to the owner. Thirty (30) days following the mailing of such notice, the Association may proceed to foreclose the Statement of Lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Colorado. Such Statement of Lien shall secure all assessments accruing or assessed subsequent to the date of recording of such Statement of Lien until the same has been satisfied and released, together with the Association's attorney's fees and costs incurred in the preparation and recording of such Statement of Lien and any release thereof. In any action for the payment or foreclosure of such assessment, the Association shall be entitled to recover as part of the action, the interest, costs and reasonable attorney fees with respect to the action. All liens or other remedies are pursuant to CCIOA.

B. ROAD MAINTENANCE. All roads located within the Property shall be constructed in accordance with road specifications issued by Archuleta County, Colorado. Upon completion of construction of the roads, all maintenance, repairs, snow plowing and supervision shall be the duty of and vested in the Association. The Association shall specifically:

1. At all times keep in good repair all roads within the Property and maintain the same in suitable condition for use by the



members of the Association and emergency vehicles, including fire trucks.

2. Snow plow the roads and parking areas (except private driveways) and any emergency access points during the winter months as required for access to any Lot or parking in any Common Area.
3. Create a dust control plan and implement same on all unpaved roads in the subdivision, until such time all interiors roads are hard surfaced.
4. At all times keep road rights-of-way and pedestrian pathways in good repair and free of noxious weeds.
5. All owners shall be responsible for the construction and maintenance of their own driveways. All connections of driveways to the subdivision's roads shall be in conformity with sound engineering principles with due regard to safety consideration and shall provide for adequate drainage.

VI. ENVIRONMENTAL CONTROL COMMITTEE

- A. **POWERS:** All plans and specifications for any structure or improvement to be erected upon the Property, and the proposed location thereof on the Property, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations or additions thereto on any lot shall be subject to and shall require Environmental Control Committee ("ECC") approval in writing, before any such work is commenced.
- B. **COMPOSITION OF THE ENVIRONMENTAL CONTROL COMMITTEE.** This committee shall be comprised of five (5) members, to include the Declarant, or a representative appointed by the Declarant, and four (4) other members. The Declarant, as long as he is a Class B member, shall appoint two members, one of which must be a property owner. The remaining 2 positions shall be appointed by the Board of Directors. At the time there are only Class A members in the Association, all five (5) members shall be property owners in Colorado's Timber Ridge appointed to the ECC by the Board. Vacancies will be filled by Board appointments. It is suggested that at least one (1) of the committee members, if possible, have professional qualifications in the area of architecture, design, or land planning.
- C. **SUBMISSION OF PLANS.** Anyone wishing to build on their lot shall submit plans to the ECC in accordance with the guidelines, rules and regulations then in effect. There shall be submitted to the ECC a building application on approved forms together with two (2) complete sets of the plans, elevations, site location plan for improvements, and a grading/drainage plan. The site plan shall include plot plans showing the location on the lot of the building, wall, fence, or any other improvement proposed to be constructed, altered, or placed on the lot. This submittal shall include colors schemes and types of materials for roofs and exterior and proposed landscaping plantings. A filing fee in an



amount to be set by the ECC (subject to increase without notice) shall accompany the submission of the plans to defray ECC expenses. No additional fees shall be required for subsequent submission or resubmission of plans revised in accordance with ECC requirements. No structures or improvements of any kind shall be erected, altered, placed or maintained upon the Property unless and until the final plans, elevations and specifications have received such written approval as herein provided.

- D. COVENANT COMPLIANCE. The ECC may establish policies and procedures to insure compliance with the Declaration, the Bylaws and ECC policies. (See VI I. Below).
- E. DISAPPROVAL. The ECC shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all the provisions of these Declarations, if the design materials or color scheme of the proposed building or other structure is not in harmony with the general surroundings or with the adjacent buildings or structures, if the plans and specifications submitted are incomplete, or in the event the ECC deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the Property or the owners thereof. The Committee shall not arbitrarily or unreasonably withhold approval of plans and specifications, and if plans are disapproved, disapproval shall be accompanied by suggested changes, which if adopted, would result in approval. The ECC shall establish a reasonable time limit policy for such action.
- F. NON-LIABILITY. Neither the ECC nor any architect or agent thereof or of the Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. Approval of the Committee shall not be deemed to constitute compliance with the requirements of the rules, regulations and building codes of Archuleta County and any other applicable state or federal agencies, and it shall be the responsibility of the owner or any representative submitting plans to the ECC to comply therewith. The owner must obtain all approvals, licenses and permits prior to the commencement of construction.
- G. ADDITIONAL REGULATIONS. The ECC shall have the authority to set up regulations as to the materials, height, and size requirements for all structures, outbuildings, fences, walls, etc., so long as they are consistent with these Declarations. The ECC shall also have the authority to adopt, from time to time, such additional rules and regulations as are appropriate or necessary to govern its proceedings and fulfill its obligations.
- H. VARIANCES. The ECC may allow reasonable variances and adjustments of the restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein, provided that such is done in conformity with the intent and purposes hereof, and provided also that in every instance such variance or adjustment will not be



materially detrimental or injurious to other property or improvements in the neighborhood. Any variance so granted shall be in writing, signed by the Chairperson and Secretary of the ECC and the lot owner.

I. ENFORCEMENT OF COVENANTS.

1. **Violations Deemed a Nuisance.** Every violation of this Declaration of Protective Covenants, Conditions and Restrictions, the Articles and Bylaws of the Association and any rules and regulations adopted by the Association shall be deemed to be a nuisance and is subject to all the remedies provided for the abatement thereof.
2. **Failure to Comply.** The failure to comply thereto shall be grounds for imposition of a reasonable fine by the Association, for an action to recover damages, or for injunctive relief or for specific performance, or any of them. Reasonable notice and an opportunity for hearing shall be provided by the Association as applicable to any delinquent owner prior to imposing a fine or commencing any legal proceedings.
3. **Who May Enforce.** Any action to enforce any violation of any provision of this Declaration may be brought by the following: (a) By the Association in the name of the Association and on behalf of the owners or (b) By the owner of any Lot.

VII. PRIVATE LOT USE AND RESTRICTIONS

- A. **RESIDENTIAL USE.** All lots shall be used exclusively for single family residential purposes including associated equestrian facilities. Guest houses and guest quarters above garages are allowed. No buildings or improvements not associated with residential use shall be permitted.
- B. **SINGLE LOTS.** One single family residence, together with all improvements including a guest house shall be situated within the setbacks of the lot.
- C. **COUPLED LOTS.** In the event an owner of multiple lots irrevocably couples said lots into a single lot, the resulting lot may then have constructed thereon one family residence and all improvements including one guest house. Owners of coupled lots will continue to be assessed and have voting rights for each original lot as platted.
- D. **APPROVAL OF USE.** No improvement shall be constructed on any lot, except only as approved by the Environmental Control Committee, or other entity to whom review responsibilities have been assigned.
- E. **BUSINESS ACTIVITIES.** No commercial or business enterprise of any nature shall be allowed or permitted on any lot; provided, however, that the owner of the lot may be permitted to rent the family residence and to conduct a home occupation on any lot upon the prior approval by the Board of Directors as to such activity or occupation. The owner of any lot may not rent a guest house. All signs except residential identification sign shall require the approval of the Declarant or the Environmental Control Committee.



- F. **RIGHT OF ENTRY.** The owner of any lot within the property shall be deemed to covenant and to agree to grant the right of entry and operation to emergency vehicles and necessary equipment should the need arise in any emergency situation occurring within the Property.
- G. **PARTITION.** No part of a lot may be partitioned, separated or subdivided from any other part thereof. Nothing herein shall be construed as to prohibit two lot owners from splitting a Lot located between their lots so long as no additional Lots are created, each resulting Lot has the same or greater street frontage, and the partition's split is irrevocably joined in title to contiguous lots.

VIII. DESIGN REQUIREMENTS

- A. **DESIGN REQUIREMENTS.** Any residence, garage, building or improvement situate on any lot shall comply with the design requirements of this Declaration.
- B. **SETBACK.** All improvements shall be constructed entirely within a 50' (feet) setback from all property lines with the exception of perimeter fencing. (See VIII. L.)
- C. **UNIFORM BUILDING CODE.** All buildings and improvements shall meet all of the requirements of the Uniform Building Code, including fire protection standards, and any other building code or fire code of Archuleta County, Colorado, then in effect.
- D. **DWELLING SIZE/DENSITY.** Minimum residential floor area (exclusive of porch, garage, covered decks, cabanas or similar structures) shall be not less than 1000 square feet when attached to a two (2) car garage. Houses with detached garages shall be not less than 2000 square feet.
- E. **HEIGHT.** The maximum height of any building shall be 35' (feet). The height of a building for the purpose of this requirement shall be measured and determined in the manner provided by the Uniform Building Code.
- F. **ENGINEERED FOUNDATIONS.** Residences and guest houses on all lots will require a foundation designed by a Colorado licensed engineer.
- G. **ROOFS.** All roofs must be constructed of a non-combustible material. All roofs must have a color finish approved by the ECC.
- H. **GARAGES AND PARKING.** Each lot shall include at least two (2) parking spaces and a two (2) car garage (attached or detached). All recreational vehicles, including RVs, campers, boats, trailers, snowmobiles, etc. must be stored inside the garage. Recreational vehicles (RV's) more than 24 feet in length may be garaged or stored outside with fence and/or landscape screening so as to be unseen from the front of the lot. Occupied guest RVs may be located outside the garage on the lot for no longer than 30 days in a single stay or no longer than 45 days annually.
- I. **EXTERIOR BUILDING MATERIAL AND STYLE.** Geo-dome, A-frame, and similar styles shall not be allowed. All buildings shall be built in an exterior style and with colors and materials harmonious to the area and similar in style,



color and materials to buildings in existence in the surrounding areas. No exterior walls shall consist of metal, sheet metal, or any similar material, composition shingles or unplastered cement or similar type block. All exterior colors of walls and roofs will be natural or earth tones to blend with the natural surroundings except that colored trim may be allowed upon approval of the ECC.

- J. **REFUSE AND OUTSIDE STORAGE OF MATERIALS.** No trash, ashes, garbage or other refuse shall be allowed to accumulate or be placed on any lot or the Property. A burning permit issued by the Pagosa Area Fire Protection District will be required before burning on any lot. Service and utility areas, including wildlife resistant trash receptacles with lids shall be located inside or screened from view with fencing or landscaping. Propane tanks must be screened from view with a two sided fence, landscaping or a combination of fencing and landscaping. Propane tanks engineered to be installed below ground are allowed.
- K. **DEFENSIBLE FIRE ZONE.** Each lot owner shall protect his property and the neighborhood by creating at least a thirty (30) foot safety zone around all buildings.
1. Thin out continuous tree and brush cover and dispose of debris.
 2. Remove dead tree limbs, trim branches to a height of ten (10) feet, and trim branches that extend over the eaves of the roof.
 3. Maintain a watered greenbelt immediately around buildings and plan for an exterior water source that can reach around the building.
 4. Firewood shall be stacked away from buildings.

Guidelines for additional suggestions for a defensible fire zone are available in a brochure available from the Pagosa Area Fire Protection District office.

- L. **FENCES.** All fences, including the location and style of fence, must be approved by the ECC. A maximum of seventy-five per cent (75%) may be enclosed by fencing. Fences along the rear or back lot line must be ten (10) feet inside the lot line to accommodate equestrian paths. This also applies to proposed fences along side lot lines that are contiguous to equestrian trails or firebreaks as shown on the plat map, ten (10) feet inside the lot line. Boundary fences may be built to a maximum height of 42" (inches). This design conforms to the Division of Wildlife guidelines for fences and has been found to be adequate for livestock while generally allowing deer and elk to cross with a minimum of difficulty. Fences must be constructed of wood, fiberglass, smooth wire or plastic. No chainlink or barbwire fencing material will be allowed with the exception of chainlink dog runs.
- M. **WOOD BURNING DEVICES.** All solid fuel or wood burning stoves and devices, including fireplaces, shall comply with any rules and regulations implemented and in effect by any federal, state, or local governmental entity.
- N. **ANTENNAE.** Any exterior radio, television, microwave, or other antennae, signal capture or distribution device may extend no more than 6' (six feet) above the house or garage to which it is attached. Free standing devices shall



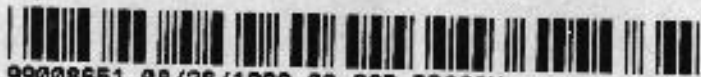
not be higher than the house and must be visually screened with landscaping, fence or wall so as to be unseen from beyond the lot.

- O. TREES. No tree over five (5) inches in diameter measured at four and one half feet from the highest ground level at the base of the tree, may be cut down or removed from a lot, except upon application to and written permission from the ECC. Notwithstanding the foregoing, trees may be removed from a lot for home construction, defensible fire zones and limited view enhancement, but only upon ECC written approval.
- P. UTILITY LINES. All electric, gas (when available), water, telephone, sewer or other utility lines shall be placed underground when extended from the property line to any dwelling or other improvement on the lot. Utility easements are located along all property boundaries as per the recorded plat.

IX. CONSTRUCTION AND MAINTENANCE REQUIREMENTS

A. CONSTRUCTION

- 1. Continuity of Construction. All construction, reconstruction, alterations or improvements shall proceed diligently to completion and shall be completed within twelve months of the commencement thereof, unless an exception is granted by the ECC. No building or improvement shall be occupied until same has been substantially completed in accordance with approved plans and specifications and an occupancy permit has been issued by the Archuleta County Building Inspector.
- 2. Drainage. No owner shall do or permit any work, construct any improvements, or do any landscaping which shall alter or interfere with the natural drainage leaving their property. Building construction should avoid the bottom of the natural drainages. All work shall conform to the drainage plan submitted with the building application to the ECC and as authorized for any surface water discharge easement. Any alteration, improvement, or interference with any watercourse, ditch or drainage shall be designed by a Colorado licensed engineer or architect and comply with applicable local, state, and federal regulations.
- 3. Excavation. No excavation shall be made on any lot, except in connection with a building or other improvement approved in accordance with this Declaration.
- 4. Mandatory Utility Services. All lots shall connect to central water and sewer services. All individual water connections and sewer connections shall be constructed, installed and maintained in compliance with all applicable rules and regulations of any governmental or quasi-governmental entity having jurisdiction over the Property, specifically including, but not limited to, the Pagosa Area Water and Sanitation District, Archuleta County, San Juan Basin Health District and the State of Colorado.



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5. Occupied Temporary Structures. No occupied temporary structure, mobile home, house trailer or motor home shall be permitted on any lot, except as referred to in Section VIII, H., Guest RV parking. All buildings or structures erected, placed or permitted upon said premises shall be of new construction and no building or structures shall be moved from other locations onto said premises, except as allowed by the ECC. This paragraph is not intended to prohibit the use of pre-assembled or manufactured components, such as roof trusses, pre-cut logs, wall systems, or other similar components. However, a well built temporary structure or trailer will be permitted to be used during construction on a lot, provided that it is located near the construction site and shall be removed within fourteen (14) days of substantial completion of the dwelling construction.
6. Encroachment Easement. An encroachment easement of the border of the lots will be reserved by the Declarant or Association in the event that engineering or maintenance, such as the subdivision perimeter fencing repair, dictate the necessity for encroachment, provided that such encroachment will not significantly damage any lot encroached upon.
7. Noxious Weed Control. Every owner, whether or not his or her lot contains any improvements, shall take all action necessary to restrict the growth of and remove, noxious weeds and grasses, as identified by Archuleta County, in accordance with all applicable local, state, and federal requirements. The control of noxious weeds using chemical control methods shall be in accordance with U.S. EPA label restrictions and shall be applied by an individual experienced in chemical application and safety requirements.
8. Re-Seeding. Following construction in all areas, including sloping terrain, bare soil shall be re-seeded by the lot owner to prevent erosion and dust. Re-seeding should be with grasses and wildflowers native to the area or with grass seed in an area to be maintained as lawn. Colorado State University Extension Office will advise the lot owner on suitable seed varieties for this area.
9. Mining or Quarrying. The mining or quarrying of rocks, stones, gravel or earth is prohibited.

B. MAINTENANCE

The lot and all improvements thereon shall be maintained at all times by the owner in good condition and repair. If an owner fails to maintain his or her lot, or any improvements thereon, in good repair, the ECC may give the owner written notice of the needed maintenance or repair. If said maintenance or repair is not completed by the owner within 45 days of mailing of said notice, the ECC, at its option, may contract with a third party for the needed work and assess the costs of same against the owner.

1. Signs. No signs whatsoever shall be permitted with the exception of the following:



- a. Residential identification signs displaying appropriate house numbers, as required by Archuleta County and the Pagosa Area Fire Protection District. Family name or ranch name signs are allowed.
 - b. One (1) "For Sale" sign. Dimensions shall be set forth in ECC policy.
 - c. Contractor signs during period of construction.
2. Abandoned or Inoperable Vehicles. Abandoned or inoperable automobiles or motor vehicles of any kind shall not be stored or parked on any lot, road or common element within the subdivision. "Abandoned or inoperable vehicle" shall be defined as any vehicle which either is incapable of legal operation upon a public roadway or has not been driven under its own power for a period of thirty (30) days or longer; provided, however, this shall not include vehicles parked by Owners while temporarily away from their residences. All inoperable or temporarily stored vehicles must be stored inside a garage or storage building on the lot.
3. Nuisance. No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise, including but not limited to barking dogs, exterior horns, whistles or bells, or other nuisance shall be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its owners or occupants; provided, however, that this section shall not apply to any noise or other activity approved by the ECC, including construction of any improvements.
4. Hazardous Activities. No activities shall be allowed or conducted on the Property which are or might be unsafe or hazardous to any person or property. Such hazardous activities include but are not limited to fireworks, firearms or explosives. Firearms may be used to dispose of nuisance wildlife, such as skunks, in accordance with applicable state and local laws.

X. ANIMALS

- A. RULES AND REGULATIONS. The Association may adopt suitable rules and regulations as to the keeping and maintaining of any animals on any lot, and may in particular circumstances regulate the number and type of animals to be allowed, kept or maintained on any lot.
- B. CONFINEMENT. All animals, specifically including, but not limited to dogs and cats, shall be kept confined to the area constituting the building site, if applicable, and if not, to an area within fifty (50) feet of the residence or attached to a leash or other suitable control device. No animals shall be allowed to run free. The owner of any animal shall at all times be personally liable and responsible for all actions of such animals and any damage caused by such animal.



- C. **NO LIVESTOCK GRAZING** shall be allowed in Colorado's Timber Ridge Subdivision. Pack animals may be confined on the property with supplemental feeding for no longer than two (2) weeks at a time and no longer than three (3) weeks per year.
- D. **HORSES, LLAMAS & ALPACAS** will be stalled with a designed exercise area, supplemental feed and water provided on a daily basis, and weekly manure removal. ECC may grant a variance, upon application, to supplement feeding to include limited grazing upon an on site evaluation.
- E. **NO BARNYARD ANIMALS**, including cattle, chickens, pigs, goats or rabbits shall be bred, raised or confined on any lot. Lot owners with children participating in a 4-H project may apply to the ECC for a variance to this restriction.
- F. **NUISANCE WILDLIFE**. The lot owner, the Association or the Colorado Division of Wildlife shall be authorized to remove or otherwise dispose of any nuisance wildlife found on the property in accordance with applicable state and local laws.
- G. **NO WILDLIFE FEEDING**, with the exception of bird feeders for song birds.
- H. **DOMESTIC ANIMALS**. Each household shall have not more than three (3) dogs and/or three (3) cats. Domestic pet food must be kept inside the house or garage.
- I. **GARAGE AND TRASH CONTAINERS**. All containers for the storage of garbage must be secure wildlife resistant containers with lids. Homeowners shall store garbage cans in closed areas such as the garage and only put trash out when it is scheduled to be picked up to prevent attracting wildlife.

XI. COMMON PROPERTIES USES AND RESTRICTIONS

All parks, recreational facilities and other amenities within the subdivision are private, and neither the Declarant's recording of the plat nor any other act of the Declarant with respect to the plat, shall be construed as a dedication to the public, but rather all such parks, recreational facilities and other amenities shall be for the use and enjoyment of members of the Association, lessees and guests of such members of the Association.

All recreational facilities within the subdivision shall be conveyed to the Colorado's Timber Ridge Homeowners Association as common element property for the common use, benefit and enjoyment of its members, and such conveyance shall be accepted by it, provided it is free and clear of all financial encumbrances.

A. RULES AND REGULATIONS

- 1. All uses of Common Properties shall be subject to rules and regulations of the Association as promulgated and revised by the Directors thereof from time to time.
- 2. The Common Properties shall not be partitioned at any time.
- 3. All parks, greenbelts and other common facilities are alcohol free areas.
- 4. No obnoxious, offensive or illegal activities shall be carried on at any time nor shall anything be done or placed therein which may be or become a nuisance or cause unreasonable disturbance or annoyance to



the owners in the enjoyment of their parcels or in the Common Properties.

5. Uses of the undeveloped and unimproved Common Property shall be limited to those activities which do not materially injure or scar the Common Properties or the vegetation thereon, substantially increase the cost of maintenance thereon, or cause unreasonable disturbance to the owners in the enjoyment of their parcels or the Common Properties unless sanctioned or approved by the ECC and the Association.
6. There shall be no fires started or maintained on the Common Properties, except fires started by the Association or its employees incidental to the maintenance of the Property and except for cooking and campfires in those areas designated for that use.
7. Pets must be accompanied by and under the control of their owners.
8. Horses shall be allowed upon paths or other facilities designated as bridle paths by the Association and upon equestrian facilities intended for that use.
9. ECC may grant a Special Event Permit for weddings, family reunions, etc. which will allow serving alcohol.

B. IMPROVEMENTS ON COMMON PROPERTIES

1. No improvement, excavation or other alteration shall be made which would in any manner alter the Common Properties from their existing state at the time of conveyance by the Declarant to the Association unless approved in advance by the Committee.
2. Complete liability and hazard insurance coverage on the Common Properties shall be maintained by the Association.
3. A noxious weed control program shall be implemented and maintained by the Association.
4. The Association in accordance with Archuleta County Subdivision Regulations shall maintain the perimeter fence of the subdivision, with consideration to input and guidelines from Colorado Division of Wildlife.
5. The Association shall address fire protection issues in plans for park area and common facilities uses. These issues include, but are not limited to: installing fuelbreaks, thinning dense stands of trees and/or brush and clearing around fire hydrants.

XII. ADDITIONS TO THE PROPERTY

A. Additions may be made to the property in any of the following ways:

1. The Declarant shall have the right to bring within the scheme of this Declaration, and make subject to the provisions hereof, additional contiguous properties or phases, provided such additional contiguous properties or phases added to or brought within the scheme of this Declaration will include their fair share of Common Properties and facilities, and be at least of similar quality and character to those



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established with the Property. This right of the Declarant is reserved for ten (10) years. All owners of the property covered hereby shall be subject to this Declaration and shall be members of the Association and their property shall be subject to assessment for their just share of the Association's expenses.

2. The additions or changes in the scheme of the property as authorized under this section shall be made by filing of record a Supplementary Declaration with respect to the additional properties, which shall extend the coverage of this Declaration to such property, and thereby subject such additions and assessments for their just share of the Association's expenses.

XIII. DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

- A. **DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS.** The Declarant reserves the following development rights and other special rights.
 1. The right to complete or make improvements indicated on the plats or maps.
 2. The right to use, and to permit others to use, easements through the Common Properties as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration.
 3. The right to appoint or remove any officer of the Association or any Director during the Declarant Control Period consistent with the Act.
- B. **LIMITATIONS.** Unless sooner terminated by a recorded instrument signed by the Declarant, any Development Right or Special Declarant Right may be exercised by the Declarant for the period of time specified in the Act.

XIV. DURATION AND AMENDMENT

- A. **TERM.** This Declaration and every provision hereof and every covenant and restriction contained herein shall run with and bind the land and shall continue in full force and effect for perpetuity unless otherwise terminated, added to or modified as herein provided from the date of recording.
- B. **AMENDMENT.** This Declaration, or any provision thereof, may only be terminated, extended, modified or amended as to Property subject to the Declaration of Protective Covenants, Conditions and Restrictions or any portion thereof, upon the written consent by the owners of 75% or more of the lots in the Property. Any such amendment shall be by an instrument duly executed, acknowledged and recorded in the records of Archuleta County, Colorado and upon such recording shall be for the benefit of and be binding on all owners of lots within the Property. Provided, however, the right of amendment herein granted may not be exercised by the Owners of lots in the Property until either (1) five years have passed from the date of construction of the first improvements on any lot or (2) 75% of all lots within the Property have been sold or conveyed to third person owners by the Declarant, whichever occurs first.



C. **AMENDMENT BY DECLARANT.** Notwithstanding the provisions of the above paragraph, the Declarant reserves the sole right and power to modify and amend this Declaration and all Plats subject to this Declaration of Protective Covenants, Conditions and Restrictions, by executing and recording such amendment in the records of Archuleta County, Colorado. Such right or power of the Declarant is limited to (1) the correction of any topographical or language errors in the Declaration and/or on the Plats, (2) any corrections required to comply with the applicable laws, rules and regulations of any governmental entity having jurisdiction over the Property, and (3) any changes or corrections required to reasonably satisfy the requirements of any commercial lender to provide financing for the purchase and/or construction of a residence upon any lot, which are not contrary to terms of the Declaration. This right and power of the Declarant to modify or amend this Declaration of Protective Covenants, Conditions and Restrictions and the Plats, in whole or in part, shall be effective only until (1) five years after the date of construction of the first improvements on the Property or (2) the date that 75% of all lots within the Property have been sold or conveyed to third person owners by the Declarant, whichever occurs first.

XV. SUPPLEMENTAL PROVISION

A. This Declaration of Protective Covenants, Conditions, and Restrictions shall incorporate all information presented on the final plat. The final plat may be amended only pursuant to the approval of the Board of County Commissioners of Archuleta County, Colorado. The Declarant reserves the right to create 76 lots in the Colorado's Timber Ridge Subdivision Phase I, pursuant to C.C.I.O.A. 38-33.3-205.(d).

XVI. PRINCIPLES OF INTERPRETATION

A. **SEVERABILITY.** This Declaration of Protective Covenants, Conditions, and Restrictions to the extent possible shall be construed so as to give validity to all of the provisions hereof. If any provision of the Declaration is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect.

B. **CONSTRUCTION.** In interpreting words herein, unless the context shall otherwise provide or require, the singular include the plural, the plural shall include the singular and the use of any gender shall include all genders.

C. **HEADINGS.** Headings. The headings on any section or article are included only for purposes of convenient reference and shall not affect the meaning or interpretation of this Declaration.



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D. WRITTEN NOTICE. All notices required under this Declaration shall be in writing. Notice to any owner shall be considered delivered and effective upon personal delivery or five days after mailing by regular mail, postage paid, to the address of such owner on file in the records of the Association at the time of such mailing.

E. LIMITATION OF LIABILITY. Neither the Association nor any officer or director shall be liable to any party for any action or for any failure to take any action with respect to any matter arising by, through or under this Declaration if the action or failure to act was made in good faith. The Association shall indemnify all officers and directors with respect to any action taken in their official capacity as provided in the Articles of Incorporation and Bylaws of the Association.

F. ATTORNEY FEES. The Association shall be entitled to reasonable attorney fees, as well as its reasonable costs and expenses, incurred by it in any proceeding or action to interpret or enforce any provision of these documents.

G. APPLICABLE LAW. The proper jurisdiction and venue for any action pertaining to the interpretation or enforcement of the Declaration shall be the District Court of Archuleta County, Colorado, unless otherwise chosen by the Association.

H. INTEREST. Any sums, amounts or monies due and owing to the Association under the Association documents shall bear interest at a rate selected by the Board of Directors and in compliance with the Act.



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IN WITNESS WHEREOF, the Declarant has executed this Declaration of Protective Covenants, Conditions and Restrictions the day and year above written.

COLORADO TIMBER RIDGE RANCH,
A CALIFORNIA LIMITED PARTNERSHIP

By: Walter Joseph Markov

Walter Joseph Machock
General Partner

STATE OF COLORADO)
) ss.
County of Archuleta)

The foregoing instrument was acknowledged before me this 29th day of July, 1999, by Walter Joseph Machock, General Partner of Colorado Timber Ridge Ranch, A California Limited Partnership.

WITNESS my hand and seal. My Commission Expires: 4/18/2001



Karol K Johnson
Notary Public



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FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which hereby is acknowledged, Colorado's Timber Ridge Homeowners Association, a Colorado non-profit corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration.

IN WITNESS WHEREOF, The Colorado's Timber Ridge Homeowners Association, a Colorado non-profit corporation, has caused this instrument to be executed in its corporate name by its President and attested by its Secretary, all by order of its Board of Directors first duly given, this the 29th day of July, 1999

COLORADO'S TIMBER RIDGE
HOMEOWNERS ASSOCIATION

Attest:

R. Gustafson
Secretary

By

B. Mitchell
President

STATE OF COLORADO)

) ss.

County of Archuleta)

On this 29th day of July, 1999, before me appeared R. Gustafson and B. Mitchell, to me personally known, who being by me duly sworn did say that they are the President and Secretary, respectively, of Colorado's Timber Ridge Homeowners Association, a non-profit corporation of the State of Colorado, and that said instrument was signed and on behalf of said corporation by authority of its Board of Directors, and said President and Secretary acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires:

4/18/2001



Karol K. Johnson
Notary Public



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Exhibit A

LEGAL DESCRIPTION FOR COLORADO'S TIMBER RIDGE

a.k.a. THE GOMEZ RANCH

(Parcel # 5699-281-00-001)

A tract of land located in the Southeast Quarter (SE4) of Section 21; the West Half of the Southwest Quarter (W2SW4) of Section 22; the Southwest Quarter of the Northeast Quarter (SW4NE4) and the Northwest Quarter (NW4) and the North Half of the Southwest Quarter (N2SW4) and the Southwest Quarter of the Southwest Quarter (SW4SW4) and the Northwest Quarter of the Southeast Quarter (NW4SE4) of Section 27; the East Half (E2) and the Northwest Quarter (NW4), less tracts sold, and the North Half of the Southwest Quarter (N2SW4) and the Southeast Quarter of the Southwest Quarter (SE4SW4) of Section 28, Township 35 North, Range 2 West, New Mexico Principal Meridian, Archuleta County, Colorado totaling 1178 acres, more or less.